

4-2024

08-02

THIS BOOK DOES
NOT CONTAIN

AGREEMENT

Between

DEPTFORD TOWNSHIP BOARD OF EDUCATION

And The

DEPTFORD TOWNSHIP EDUCATIONAL CLERICAL EMPLOYEES ASSOCIATION

69-72

4/6/71

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ARTICLE I
RECOGNITION

- 1 A. The Deptford Township Board of Education, Deptford
2 Township, Gloucester County hereafter known as the Board hereby
3 recognizes the Deptford Township Educational Clerical Employees
4 Association hereafter known as the Association as exclusive
5 representative for collective negotiation concerning the terms
6 and conditions of employment for personnel under contract and
7 employed by the Board and so assigned as an employee who per-
8 forms secretarial and clerical duties.
- 9 B. The Association hereby recognizes the Board as the
10 legal authority elected as representatives of the people and
11 further recognizes the responsibilities of the Board and the
12 Superintendent for the conduct and operation of the school
13 district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

- 1 A. The parties agree to enter into collective negotiations
2 over a successor Agreement, and they agree that this Agreement
3 shall remain in force until such times as a new Agreement is
4 reached in accordance with Chapter 303 Public Laws of 1968.
5 Such negotiations shall begin not later than the third Thursday
6 of October of the calendar year preceding the calendar year in
7 which this Agreement expires.
- 8 B. The Board agrees to furnish the Association upon
9 reasonable request, such information as will assist the Association
10 in developing intelligent, feasible and constructive proposals in
11 behalf of the employees, students, and the school system. This
12 information may include a complete and accurate financial report
13 and tentative budget for the next school year.
- 14 C. The Association agrees to furnish the Board and Superin-
15 tendent upon reasonable request, research information and data,
16 gathered by the Association, that will assist the Board and the
17 Superintendent in the development of sound educational programs.
- 18 D. During the term of this Agreement neither party shall
19 be required to negotiate with respect to any matter whether or
20 not covered by this Agreement and whether or not within the
21 knowledge contemplation of either or both of the parties at the
22 time they negotiated or executed this Agreement.
- 23 E. This Agreement shall not be modified in whole or in
24 part by the parties. Board policy shall prevail on all matters
25 not covered by the Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

1 A. A grievance based on an alleged violation of this
2 Agreement, or a dispute involving the meaning, interpretation
3 or application shall be processed within the specified time
4 limits. The time limits specified may be extended by mutual
5 agreement.

6 B. The Process

7 Level one: An employee shall first discuss this
8 grievance with his immediate supervisor and/or principal directly,
9 with the objective of resolving the matter informally.

10 Level two: If the aggrieved person is not satisfied
11 with the disposition of his grievance at level one or if no
12 decision has been rendered within five (5) school days after
13 presentation of the grievance, he may file the grievance in writing
14 with his immediate supervisor and/or principal and the Superintendent
15 of Schools.

16 Level three: Within ten (10) days of receipt of such
17 written grievance, the Superintendent or his designee shall meet
18 with the aggrieved employee in an effort to settle the grievance.

19 Level four: In the event that the grievance shall not
20 have been disposed of at level three or in the event that the
21 grievance shall not have been disposed of within ten (10) school
22 days after the level three meeting, the grievance shall be referred
23 in writing to the Board of Education. Within fifteen (15) school
24 days the Board shall meet with the Association negotiation committee
25 in an effort to settle the grievance.

26 Level five: In the event that the grievance shall not
27 have been satisfactorily disposed of at level four or in the event
28 that no decision has been rendered within twenty (20) school days
29 after the level four meeting, the aggrieved may within ten (10)
30 schools days refer the unsettled grievance to an advisory board.

31 C. Advisory Board

32 The advisory board shall be appointed within thirty (30)
33 days following the request of either party to the other. It shall
34 consist of one member named by the Board and one member named by
35 Association. A third member, who shall be chairman, shall be
36 named by the first two named advisors.

ARTICLE III - continued

1 The advisory board shall have authority to confer separately or
2 jointly with the Board, the Superintendent, and the Association,
3 or to use any other source of information.

4 The advisory board shall make recommendations for
5 resolution within thirty (30) days. The recommendation shall be
6 submitted to both parties, the Board and the Association.

7 The advisory board recommendation after twenty (20) days
8 may be made public by either party, the Board or the Association.

9 D. Costs

10 The cost and expenses incurred in securing and utilizing
11 the services of a consultant are the responsibility of the party
12 engaging this service. In the event an advisory board is used,
13 the Board will bear the expense of its appointee and both parties
14 will share equally the costs of the third member.

15 E. Representation

16 1. The aggrieved may be represented at all stages of the
17 grievance procedure by himself or at his option by a representative.
18 When the aggrieved is not represented by the Association, the
19 Association shall have the right to be present as observer.

20 2. The Superintendent may assign for his services a
21 consultant and counsel to be present at all stages of the proceedings.

22 F. Record Keeping

23 1. Documents, communications and records dealing with
24 the processing of a grievance shall be filed in a separate
25 grievance file and shall not be kept in the personnel file of
26 any of the participants.

27 G. All meetings and hearings under this procedure shall not
28 be conducted in public and shall include only such parties in
30 interest and their representatives and counsel.

ARTICLE IV

RIGHTS

1 A. Nothing contained herein shall be construed to deny or
2 restrict to any employee such rights as he may have under New Jersey
3 Law pertaining to school district employees.

4 B. No employee shall be disciplined without just cause.

5 C. Nothing contained herein shall be construed to deny the
6 Board or Superintendent their rights at any time to call a meeting
7 of the supporting staff to present its position in any matter that
8 in its judgment may affect the educational program.

9 D. The Board reserves to itself sole jurisdiction and
10 authority over matters of policy and retains the right, subject
11 only to the limitations imposed by the language of this Agreement,
12 in accordance with applicable laws and regulations (a) to direct
13 employees of the school district, (b) to hire, promote, transfer,
14 assign, and retain employees in positions in the school district,
15 and for just cause, to suspend, to demote, discharge, or take other
16 disciplinary action against employees, (c) to relieve employees from
17 duty because of lack of work or for other legitimate reasons, (d)
18 to maintain the efficiency of the school district operations
19 entrusted to them, (e) to determine the methods, means and personnel
20 by which such operations are to be conducted and (f) to take what-
21 ever actions may be necessary to carry out the mission of the
22 school district in situations of emergency.

ARTICLE V
PRIVILEGES

- 1 A. The Association or its named representative shall be
2 privileged to transact official association business on property
3 at reasonable times, provided that this shall not interfere with
4 or interrupt any individual assignment or the normal operation of
5 the school.
- 6 B. The Association or its named representatives shall be
7 privileged to process school-building-use applications for unit
8 activities.
- 9 C. Whenever any representative of the Association parti-
10 cipates during working hours in negotiations, grievance proceedings,
11 conferences, or meetings, he shall suffer no loss in pay.
- 12 D. Adequate bulletin board space shall be available in
13 each work location in a place to be designated by the supervisor
14 at such work location, readily accessible to all members of the
15 bargaining unit, for the posting of Association notices and other
16 material dealing with proper and legitimate Association business.
17 All such notices and material shall bear the signature of a respon-
18 sible Association official or shall clearly indicate that its
19 issuer or publisher is the Association. The bulletin board space
20 shall be identified with the names of the Association. The
21 authorized representative of the Association shall be the sole
22 person empowered to post these materials on that board.
- 23 E. The Association shall have the right to use the inter-
24 school mail facilities and school mail boxes as it deems necessary.

ARTICLE VI

WORK CALENDAR - LENGTH OF DAY - WEEK - YEAR

1 A. The work calendar shall be as set forth by the Board
2 of Education.

3 B. The work day shall be no less than one-half ($\frac{1}{2}$) hour
4 before the official opening of school for pupils in the morning
5 and shall last until one hour after dismissal of pupils at the
6 close of the normal school day unless otherwise arranged by the
7 building principal. District offices other than school buildings
8 shall have a working day from 8:15 to 4:30 with staggered lunch
9 period of 45 minutes unless otherwise arranged by the Superintendent
10 of Schools.

11 C. Excess of 40 hours per week exclusive of lunchtime shall
12 be compensated at the rate of time and one-half ($1\frac{1}{2}$) per hourly
13 rate.

14 D. Work Week - The work week shall consist of five full
15 working days, Monday through Friday inclusive, except where legal
16 holidays and vacation periods are included in the work calendar.

17 E. Work Year - The work year shall be:
18 ten-month contract - September 1 to June 30 - 204 days
19 eleven-month contract - August 1 to June 30 - 225 days
20 twelve-month contract - July 1 to June 30 - 247 days
21 exclusive of legal holidays and any other days designated by the
22 Board of Education prescribed work calendar.

ARTICLE VII

EMPLOYMENT - AND/OR CHANGE OF CLASSIFICATION

1 A. The best qualified shall be given full consideration. Job
2 openings, upgrading job levels, and classification changes
3 shall be posted in all buildings. The Board shall act upon the
4 recommendation of the Superintendent.

5 1. Agreement as to Initial Salary - Whenever a person
6 shall hereafter accept office position or employment as a member of
7 the Deptford Township Public School District, his initial place on
8 the salary schedule shall be at such point as may be agreed upon
9 by the employee and the Deptford Township Board of Education.

10 2. Probationary Period - Whenever a person shall
11 hereafter accept a position, he shall serve a probationary period
12 of 90 days.

13 3. Clerical positions shall be assigned as follows:

14 <u>Classification</u>	<u>Assignment</u>
15 VII	Office of Superintendent of Schools
16 VI	Office of Assistant Superintendent, 17 Business Administrator, Office of 18 High School Principal
19 V	Office of Superintendent of Schools, 20 Building Principals, Business Adminis- 21 trator
22 IV	Office of Superintendent of Schools, 23 Building Administrator, Directors, 24 School Library Technician
25 III	Office of Principal, Assistant Super- 26 intendent, Business Administrator
27 II	Office of Superintendent, Assistant 28 Superintendent, Business Administrator, 29 Building Principal, Directors, School 30 Library, Guidance, Other Areas
31 I	Office of Superintendent, Assistant 32 Superintendent, Business Administrator, 33 Building Principal, Directors, School 34 Library, Guidance, Other Areas

ARTICLE VII - Continued

SALARY GUIDE

1969 - 1970

Levels	I	II	III	IV	V	VI	VII
A	3850	4100	4300	4500	4600	4800	5000
B	4000	4300	4525	4750	4875	5100	5325
C	4150	4500	4750	5000	5150	5400	5650
D	4350	4750	5000	5275	5450	5725	6000
E	4550	4950	5250	5550	5750	6050	6350
F	4750	5175	5500	5825	6050	6375	6700

1970 - 1971

A	4042	4305	4515	4725	4830	5040	5250
B	4192	4505	4740	4975	5105	5340	5575
C	4342	4705	4965	5225	5380	5640	5900
D	4542	4955	5215	5500	5680	5965	6250
E	4742	5155	5465	5775	5980	6290	6600
F	4942	5380	5715	6050	6280	6615	6950

1971 - 1972

A	4244	4520	4740	4961	5071	5292	5512
B	4394	4720	4965	5211	5346	5592	5837
C	4544	4920	5190	5461	5621	5892	6162
D	4744	5170	5440	5736	5921	6217	6512
E	4944	5370	5690	6011	6221	6542	6862
F	5144	5595	5940	6286	6521	6867	7212

Probationary Pay - 80% of initially agreed place on the salary schedule.

ARTICLE VIII

ASSIGNMENTS TRANSFERS AND REASSIGNMENTS AT THE SAME LEVEL AND CLASSIFICATION

1 A. Transfer of personnel shall take place at the request
2 of the employee or by the chief administrator when it is in the
3 best interest of the children and the school system.

4 B. Employee Initiated Transfer - The employee shall submit
5 his request for transfer to the Superintendent of Schools in
6 writing within the time limit specified by Superintendent's Office
7 in posted notification of job opening. This request shall include
8 the placement desired and the reasons for the request.

9 The Superintendent of Schools shall notify the principals
10 and supervisors concerned with the transfer and they in turn shall
11 interview the employee initiating the request.

12 After consulting with the principals and supervisors
13 concerned, the Superintendent shall notify the employee concerning
14 the decision made.

15 C. Administration Initiated Transfers - After consultation
16 with the principals and supervisors concerned, the Superintendent
17 shall notify the employee whose transfer is pending. The employee
18 shall be provided the opportunity of discussing the pending transfer
19 and any objections shall be duly considered.

20 After the completion of the consultation, the Superin-
21 tendent shall notify the employee as to the decision of the
22 transfer.

ARTICLE IX

EMPLOYEE EVALUATION

- 1 A. Principals and supervisors shall keep employees informed
2 as to whether or not the kind of service they are rendering is
3 satisfactory in terms of the standards of the school district.
4 Written evaluation reports are to be sent to the employees by the
5 principals and supervisors with copies forwarded to the Superinten-
6 dent twice each year, preferably November and April. In the
7 absence of an evaluation form the performance of the employee
8 shall be considered as better than average.
- 9 B. Evaluation reports should include strengths, weaknesses,
10 and specified suggestions for improvement as set forth in the
11 standard evaluation form supplied by the Office of the Superinten-
12 dent.
- 13 C. Written evaluations shall be given to the employee for
14 his/her signature and comments prior to submission of the reports
15 to the Superintendent.

ARTICLE X

SICK LEAVE

- 1 A. Definition of Sick Leave - Sick leave is hereby defined
2 to mean the absence from duty of any person because of physical
3 disability, illness or injury, or quarantine or exclusion from
4 work by medical authorities.
- 5 B. Sick Leave allowable- All persons who are steadily
6 employed full time by the Board of Education shall be allowed
7 sick leave with full pay as follows:
- 8 10 month term - 10 days
9 11 month term - 11 days
10 12 month term - 12 days
- 11 C. Accumulated Sick Leave - Allowable sick leave not
12 utilized in any year shall be cumulative to be used for additional
13 sick leave in subsequent years.
- 14 D. Physician's Certificate Required for Sick Leave - A
15 physician's certificate may be requested by the Superintendent
16 when sick leave is claimed after five consecutive working days
17 absence.
- 18 E. Workmen's Compensation - Workmen's compensation awards
19 shall be deducted from the regular salary of the employee for the
20 days absence covered by the Workmen's Compensation Act. The time
21 lost from employment under the Workmen's Compensation Act shall
22 not be deducted from the days permitted for regular sick leave
23 allowance.

ARTICLE XI

PERSONAL LEAVE

1 A. The Board of Education upon recommendation of the
2 Superintendent of Schools shall grant a total of seven (7) days
3 leave per school year (not to be accumulated) to any regularly
4 employed person for the following emergencies or conditions.

5 1. Death in immediate family (immediate family -
6 mother, father, mother-in-law, father-in-law, children, husband,
7 wife, brother, sister, or any relative who has lived within the
8 same household for a period of over two years. Other emergency
9 situations may be judged on their own merits by a committee set
10 up annually by the Superintendent of Schools)

11 2. Emergency in immediate family.

12 3. Religious holidays - written request must be
13 submitted ten days in advance of days requested.

14 4. Marriage - such request shall be submitted in writing
15 one month in advance of days requested.

16 5. Up to total of three (3) days at the end of a
17 school year to attend summer institute classes or to travel to the
18 place where such classes are to be held.

19 6. Personal Business - One day per year. Such
20 request shall be submitted in writing, forty-eight hours in
21 advance of the day requested.

22 7. Visitation Leave - One day per year may be granted
23 by the Superintendent of Schools to any personnel, for school
24 visitation and observation in other school system. In each case
25 a written report shall be submitted to the principal who will
26 forward it to the Superintendent. Arrangements for such visita-
27 tion shall be made by the building principal, with the approval
28 of the Superintendent.

29 B. In the event all sick leave days have been used, five
30 days herein specified as other than sick leave may be used as
31 sick leave days (not to be accumulative).

ARTICLE XII

MATERNITY LEAVE

- 1 A. Maternity leave without pay shall be granted to all
2 employees under tenure for six months or as much longer as the
3 Board of Education shall determine. Request for maternity
4 leave, without pay, shall be made by an employee between the
5 third and fifth months of pregnancy, and leave shall be granted
6 no later than the beginning of the sixth month. An employee
7 may file a request to return to work six weeks after the birth
8 of a child upon the presentation of a medical certificate
9 stating she is capable of performing her duties. If an employee
10 decides not to return, she should notify the Superintendent by
11 giving notice or resignation at least ninety days before the
12 leave expires. An employee shall be credited for salary increment
13 purposes as follows:
- 14 3 - 6 months of employment, 1/2 year credit
15 7 - 10 months of employment, 1 year credit
- 16 B. The employee shall be reassigned to the position held
17 the time the leave was granted, if possible.

ARTICLE XIII

INSURANCE PROTECTION

1 A. The Board of Education shall adopt a health insurance
2 plan equivalent to the plan of Blue Cross, Blue Shield, Rider J,
3 and Major Medical.

4 Enrollment shall be optional.

5 Employees shall be reimbursed the premium cost, for
6 any combination of the above, to insure only the employee for a
7 single coverage according to the following plan.

8 Per cent of Reimbursement

9 100% - Employees enrolled in the approved Board
10 plan prior to December 31, 1970

11 50% - Employees enrolled in the approved Board
12 plan after December 31, 1970

ARTICLE XIV

WORK RELATED EDUCATIONAL PROGRAMS

- 1 A. The Board agrees to pay one hundred dollars (\$100)
- 2 maximum per year toward tuition and other expenses incurred in
- 3 connection with course work taken in a recognized program with
- 4 prior approval of the Superintendent of Schools.
- 5 B. Verification of expenses and tuition shall be submitted
- 6 with the voucher for payment.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- 1 A. The Board will be informed only through the Superintendent
2 in any matter requiring its decision. Any employee or employee
3 group should communicate through the proper channels of authority.
4 When the matter requires Board action it shall be directed
5 through proper channels to the Board of Education.
- 6 B. It is agreed by both parties that the negotiations
7 will be conducted without use of pressure tactics. The parties
8 also agree, during the period of negotiations that the only
9 publicity accorded the negotiations by the parties will consist
10 of a joint press release or, in the event the parties are unable
11 to agree upon wording, a joint press release stating that "no
12 progress has been made."
- 13 C. It is understood by all parties that under the ruling
14 of the Courts of New Jersey and the State Commissioner of Educa-
15 tion, the Board of Education is forbidden to waive any rights,
16 responsibilities, obligations, or powers granted it by law.
- 17 D. The parties agree to follow the procedures outlined in
18 the Agreement, and to use no other channels to resolve any
19 question or proposal until the procedures within this Agreement
20 are fully exhausted.
- 21 E. Terms of contracts of non-tenure personnel are negot-
22 able only between the individual and the Board.
- 23 F. There shall be no discrimination in practices and pro-
24 cedures of the school system policies in hiring, training,
25 assignments, promotions, transfer or discipline of employees on
26 basis of race, creed, color, religion, national origin, sex,
27 domicile, marital status, or any association activities.
- 28 G Whenever any notice is required to be given by either
29 party of this Agreement to the other, pursuant to the provisions
30 of this Agreement, either party shall do so in writing with
31 signed receipt of delivery, at the following addresses:
- 32 1. If by the Association to the Board -
33 1555 Good Intent Road
34 Deptford, New Jersey
- 35 2. If by the Board to the Association - The school
36 building where the President of the Association is assigned.

ARTICLE XVI

VACATION POLICY

(12 Month Employees)

- 1 A. The Deptford Township Board of Education believes
2 vacations away from daily employment are necessary for good mental
3 and physical health of employees.
- 4 B. The Board also believes in rewarding employees who serve
5 faithfully for long periods of time.
- 6 C. The purpose of this policy is to make it possible for
7 employees of the school system to be relieved of responsibilities
8 for a period of time each year without loss of compensation.
- 9 D. Persons employed between July 1 and September 1 of a
10 given year, will be granted two weeks of paid vacation after
11 June 30 of the following year.
- 12 E. Persons employed between September 2 and February 1 will
13 be granted one week of paid vacation after June 30 of the following
14 year.
- 15 F. Persons employed in:
16 February will receive 4 days paid vacation after June 30
17 of the following year.
18 March will receive 3 days of paid vacation after June 30
19 of the following year.
20 April will receive 2 days of paid vacation after June 30
21 of the following year.
22 May will receive 1 day of paid vacation after June 30
23 of the following year.
- 24 G. Persons who have completed from five to nine years of
25 continuous service to the district will be granted three weeks of
26 paid vacation per year.
- 27 H. Persons who have completed ten or more years of continuous
28 service to the district will be granted four weeks of paid vacation
29 per year.
- 30 I. A year of service credit will be granted for each twelve
31 months of contracted service rendered beginning on or before September 1
32 and ending June 30.

ARTICLE XVI - Continued

1 J. A full year of service credit will be granted for
2 every ten months of service to the district when the employee
3 is reassigned to a twelve month position. (This applies to
4 persons who begin employment in the district on a ten month
5 contract but are later employed for a twelve month contract.)

6 K. Vacation time accrued to the date of termination of
7 employment will be determined by years of service, and prorated
8 according to the length of time employed on the current contract
9 year. (Example: If a person who is eligible for two weeks
10 vacation annually, elects to terminate employment after six
11 months of a contract year, he/she will be granted a one week
12 vacation prior to termination of services.)

13 L. Vacations will be granted only at times of the year
14 when they will not interfere with the normal operation of the
15 school.

16 M. Vacations must receive approval of the employee's
17 immediate supervisor at least four weeks in advance of beginning
18 date of leave. (Special consideration may be given to emergencies,
19 i.e., illness, etc.)

20 N. A maximum of one week of vacation may be carried into
21 the following year upon written request.

22 O. Vacation requests from September 1 to June 15 will be
23 limited to one week in length.

24 P. Requests for vacations must be made out on the
25 appropriate form. A signed photocopy will be returned to the
26 employee as soon as a decision can be made.

27 Q. All vacations are subject to the final approval of the
28 Superintendent of Schools.

ARTICLE XVII

AGREEMENT

1 It is agreed between the Board of Education of
2 Deptford Township in the County of Gloucester party of the
3 first part and the Deptford Township Educational Clerical
4 Employees Association party of the second part, that the
5 content of this Agreement shall be effective as of July 1st 1971
6 and shall continue in effect until June 30th 1972 inclusive
7 of the salary schedule as set forth.

8 Resolution of Adoption by the Board of Education:

9 **Motion by Mrs. Murphy seconded by Mr. Boye to ratify the Agreement**
10 **between the Deptford Township Board of Education and Deptford Township**
11 **Educational Clerical Employees Association with minor changes for classi-**
12 **fication and including the vacation policy. Motion carried. Roll call vote**
13 **(8-0) Daly absent.**

14 Dated _____

15 Deptford Township Board President Richard Mee

16 Deptford Township Educational Clerical Employees Association

17 President James R. Murphy

18 Attested John W. Zick

Board of Education Secretary

19

John Tobias

Association Secretary

